

3

2020 NEGOTIATIONS

The School Board of Martin County

and

Martin County Education Association

Tentative Agreement

(The School Board reserves the right to add to, withdraw, delete or otherwise modify the proposal throughout the collective bargaining process.)

Memorandum of Agreement: COVID-19 Global Pandemic

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33

1. The parties recognize that employees may have a legally protected disability or other right to an accommodation or leave under applicable law, contract, or Board policy. Employee requests will be addressed on a case-by-case basis.
2. Employees who resigned from employment with the Martin County School District between March 15, 2020 and November 30, 2020 due to the COVID pandemic shall be entitled to the following if they become re-employed in the same or similar position by the School District on or before August 3, 2021:
 - a. Any accrued sick leave earned prior to the termination of employment which remains unused upon re-employment with the School District shall be credited to the employee. The employee will not be credited sick leave for any sums paid out as terminal sick leave pay. To qualify for any subsequent terminal pay for sick leave, the employee must retire or resign at the end of the school year and give ninety (90) days' prior notice. This agreement supersedes Board policy 3430.03(D)(3) for those employees that utilize the reemployment process outlined in this MOA.
 - b. If re-employed by the District, the time period between the date of resignation and the employee's return to service will not be considered as a break in service for purposes of regular pay, or accrual of leave, meaning that the employee will be returned to the employee's last base salary prior to the employee's resignation and any accrued leave will be reinstated if it was not paid out at the time of resignation. This time period for which the employee was not employed by the District will not count towards years of employment with the District.
 - c. Any re-employment will be in accordance with Section 1012.335, Fla. Stat., and any other applicable statute or regulation.
3. Employee Leave: The District will comply with existing and future state or federal leave provisions including but not limited to the Family Medical Leave Act (FMLA) and the Family First Coronavirus Response Act (FFCRA).

3

34
35
36

37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60

61
62

63
64
65
66

67
68

69
70
71
72
73
74
75
76
77
78
79

4. Consideration will be given to official health guidelines and those guidelines implemented when employees are required to report to a building site unless said guidelines place a hardship on the District and/or its employees.

5. Evaluations and Remote Learning Platforms

- a. In no circumstances will video recordings of teachers be made or used as part of an evaluation without the advance knowledge and written consent of MCEA and the employee.
- b. Students that record a teacher without their knowledge or permission may be subject to discipline according to the District's disciplinary plan and in accordance with state and federal law.
- c. Observation of a teacher's remote class by parents shall be allowed only after consent of the building principal and 24 hours' notice, unless the teacher otherwise agrees to less notice. Each observation time shall be no longer than one (1) hour unless agreed upon in advance between the parent(s) and teacher per article V.5 of the collective bargaining agreement.
- d. If video cameras are to be utilized in classrooms to provide live or recorded instruction, all the following shall apply:
 - i. The recording shall not be recorded or stored by the District unless agreed to by the teacher.
 - ii. The District will take all reasonable steps to ensure student and personal privacy including, but not limited to, complying with FERPA and public records laws.
 - iii. Teachers are to be held harmless for any malfunction of said equipment provided the malfunction was not caused by negligence.
 - iv. The Student Code of Conduct will be applied to remote student behaviors. Teachers are to be held harmless for any remote student behaviors that are streamed to the entire classroom when all reasonable and necessary steps to avoid inappropriate student conduct have occurred.
 - v. Teachers shall utilize one of the District approved and provided digital programs, including but not limited to, Zoom.

5. Remote Learning Access for Evaluations

- a. Administrative visits to remote learning classes are not for the purposes of evaluations with the exception of mutually agreed upon scheduled observations for evaluations.
- b. The evaluation process will be conducted in person when possible.

6. Supplies: The District will ensure that each worksite has PPE required for designated Essential Employees, cleaning supplies, and hand sanitizer. These supplies will be available for instructional staff use. If supplies are not available, employees shall report the specific supplies that are not available to the site principal.

3

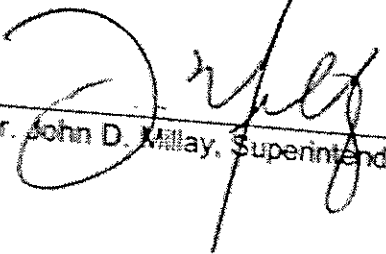
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108

- 7. Evaluations for 2020-21 shall proceed per Florida Statutes and any DOE guidance.
- 8. The District shall follow DOE guidelines for waivers related to COVID-19.
- 9. Working conditions: Temperature checks to enter daily and questionnaires are acceptable and at the discretion of the site. The District will protect collected medical information in compliance with HIPAA.

This MOA shall sunset at the end of the 2020-2021 school year, up to and including the last day of summer program. This MOA shall not continue or continue in effect beyond then. Both parties reserve the right to reopen this MOU should new, directly-relevant congressional acts or executive orders occur during the term of this Agreement. All other provisions of the collective bargaining agreement remain in full effect.


 Karen Resciniti, MCEA President

3/29/21
 Date


 Dr. John D. Millay, Superintendent

3/29/21
 Date

WSACTVELLP120962381